

IN THE UNITED STATES DISTRICT FOR THE  
EASTERN DISTRICT OF PENNSYLVANIA

MELODY DAVIS

v.

LIBERTY INSURANCE  
CORPORATION

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:  
:  
:  
:  
: NO. 2:15-cv-00922-WY

**FILED**

OCT 16 2015

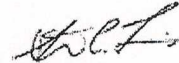
MICHAEL E. KUNZ, Clerk  
By \_\_\_\_\_, Dep. Clerk

**STIPULATION AND AGREEMENT**

1. WHEREAS, on January 30, 2015, plaintiff filed a complaint against defendant in the Philadelphia County Court of Common Pleas, No. 141102091;
2. WHEREAS, the complaint was received by defense counsel on or about January 30, 2015;
3. WHEREAS, on February 24, 2015 defendant removed the action to the United States District Court for the Eastern District of Pennsylvania;
4. WHEREAS on October 14, 2015, plaintiff filed an amended complaint averring only breach of contract;
5. WHEREAS, since removal of said action and the filing of the amended complaint, the parties have agreed to enter into a stipulation to request the Court enter an order that the amount of damages which can be recovered in the above action, in total, cannot exceed \$75,000.
6. WHEREAS, the parties agree that plaintiff's recovery in this case, inclusive of all counts of the complaint, cannot exceed the sum of seventy-five thousand dollars (\$75,000.00) inclusive of attorney's fees but exclusive of interest and costs and any award, verdict or judgment entered in this matter shall be molded accordingly.
7. Counsel for the plaintiff and counsel for the defendant heretofore STIPULATE AND

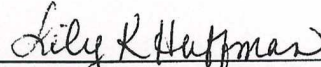
AGREE that this matter be remanded back to the Philadelphia County Court of Common Pleas for all further proceedings.

By:



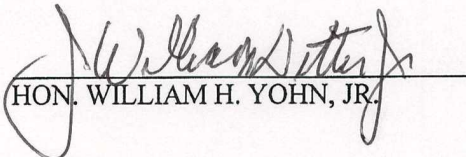
STEVEN FEINSTEIN, ESQUIRE  
Attorney for Plaintiff, Melody Davis

By:



LILY K. HUFFMAN, ESQUIRE  
Attorney for Defendant  
Liberty Insurance Corporation

*So*  
*Ordered*  
BY THE COURT:

  
HON. WILLIAM H. YOHN, JR.